

CLARE E. CONNORS 7936
Attorney General of Hawaii

21-497C&E CAB

DIANE K. TAIRA 3761
DALE K. SAKATA 5861
Deputy Attorneys General
465 South King Street, Room 200
Honolulu, Hawaii 96813
Telephone: (808) 587-3050

Attorneys for Complainant

DEPARTMENT OF HEALTH

STATE OF HAWAII

DEPARTMENT OF HEALTH,)	DOCKET NO. 16-CA-EO-12
STATE OF HAWAII,)	
)	
Complainant,)	
)	Waiau Generating Station
vs.)	Kahe Generating Station
)	Maalaea Generating Station
HAWAIIAN ELECTRIC COMPANY, INC.,)	Keahole Generating Station
MAUI ELECTRIC COMPANY, LTD.,)	
HAWAII ELECTRIC LIGHT COMPANY, INC.,)	
)	
Respondent)	
)	

CONDITIONAL AGREEMENT TO SIGN CONSENT ORDER

Prior to signing the attached proposed Consent Order, the Department of Health (DOH), HAWAIIAN ELECTRIC COMPANY, INC. (HECO), MAUI ELECTRIC COMPANY, LTD. (MECO), and HAWAII ELECTRIC LIGHT COMPANY, INC. (HELCO) agree to comply with the public notice and comment provisions of Hawaii Revised Statutes ("HRS"), Section 342B-55.

The DOH, HECO, MECO, and HELCO agree to sign the proposed Consent Order as written if no comments are submitted during the public comment period or, if after the DOH's review of the comments submitted, the DOH still concludes that the proposed Consent Order is appropriate.

If DOH does not so conclude, or HECO, MECO, or HELCO have additional concerns raised by the comments, the DOH and HECO, MECO, and HELCO will use their best efforts to agree on changes to be made. If, after a reasonable time, the DOH determines that such efforts will not result in agreement, the DOH shall set a date and time for a hearing on the issues raised by the Notice and Finding of Violation and Order in this matter and shall notify HECO, MECO, and HELCO of such hearing, pursuant to HRS Chapter 91.

DATED: Honolulu, Hawaii, _____

DEPARTMENT OF HEALTH
STATE OF HAWAII

By: _____
KATHLEEN S. HO
Deputy Director for Environmental Health

DATED: Honolulu, Hawaii, _____

RESPONDENTS:
HAWAIIAN ELECTRIC COMPANY, INC. (HECO)
MAUI ELECTRIC COMPANY, LTD. (MECO)
HAWAII ELECTRIC LIGHT COMPANY, INC. (HELCO)

Robert C. Isler


By: _____
ROBERT C. ISLER
Vice President Power Supply
HAWAIIAN ELECTRIC COMPANY, INC.
Vice President
MAUI ELECTRIC COMPANY, LTD.
Vice President
HAWAII ELECTRIC LIGHT COMPANY, INC.

APPROVED AS TO FORM:

Dale K. Sakata

DALE K. SAKATA
Deputy Attorney General

APPROVED AS TO FORM AND LEGALITY



LEE N. SMITH
Attorney for RESPONDENT

CLARE E. CONNORS 7936
Attorney General of Hawaii

DIANE K. TAIRA 3761
DALE K. SAKATA 5861
Deputy Attorneys General
465 South King Street, Room 200
Honolulu, Hawaii 96813
Telephone: (808) 587-3050

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DEPARTMENT OF HEALTH

STATE OF HAWAII

DEPARTMENT OF HEALTH,)	DOCKET NO. 16-CA-EO-12
STATE OF HAWAII,)	
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)	Waiau Generating Station
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HAWAIIAN ELECTRIC COMPANY, INC.,)	Keahole Generating Station
MAUI ELECTRIC COMPANY, LTD.,)	
HAWAII ELECTRIC LIGHT COMPANY, INC.,)	
)	
Respondent)	
)	

CONSENT ORDER

The Department of Health, State of Hawaii (DOH), HAWAIIAN ELECTRIC COMPANY, INC. (HECO) MAUI ELECTRIC COMPANY, LTD. (MECO), and HAWAII ELECTRIC LIGHT COMPANY, INC. (HELCO) enter into this Consent Order pursuant to Hawaii Revised Statutes (HRS) Chapter 342B and Hawaii Administrative Rules (HAR) Chapter 11-60.1, and agree to settle their disputes without the risks of adverse findings and conclusions, or a final order or judgment after litigation.

Section 1 STIPULATED FACTS AND FINDINGS. HECO, MECO, and HELCO (collectively referred herein as the COMPANIES) are each a corporation organized and existing under the laws of the State of Hawaii. For the purpose of this Consent Order, HECO has due authority on behalf of and without further notice from MECO and HELCO to send all payments, reports, and notices and take other necessary actions required under this Consent Order.

(a) HECO. HECO owns, operates, manages, and controls the: Waiau Generating Station located at 475 Kamehameha Highway, Pearl City, Hawaii (Waiau); Kahe Generating Station located at 89-900 Farrington Highway, Waianae, Hawaii (Kahe); Campbell Industrial Park Generating Station located at 91-196 Hanua Street, Kapolei, Hawaii (CIP); and Schofield Generating Station located at Schofield Barracks, Wahiawa, Hawaii (Schofield).

(i) On October 22, 2018, DOH issued to HECO a Notice and Finding of Violation and Order (NOVO), Docket No. 16-CA-EO-12, alleging that HECO violated HRS §342B-11, HAR §11-60.1-2, Covered Source Permit (CSP) Nos. 0239-01-C when Waiau exceeded its permit's visible emissions limits and 0240-01-C when Kahe exceeded its permit's visible emissions limits and failed to conduct visible emissions observations. DOH assessed an initial penalty of FORTY-FIVE THOUSAND THREE HUNDRED DOLLARS (\$45,300) for these alleged violations under Docket No. 16-CA-EO-12.

(ii) Subsequent to the issuance of Docket No. 16-CA-EO-12, based on deviation letters sent by HECO to DOH, DOH further alleges that:

(A) Waiau at various times (See Table 2) violated visible emission limits from February 25, 2018 to April 3, 2021 under CSP No. 0239-01-C, and assessed an additional penalty of TWENTY-FIVE THOUSAND EIGHT HUNDRED DOLLARS (\$25,800) for these subsequent violations.

(B) Kahe at various times (See Table 2) violated visible emission limits and reporting requirements from December 20, 2016 to May 8, 2021 under CSP No. 0240-01-C, and assessed an additional penalty of EIGHTY-SEVEN THOUSAND SEVEN HUNDRED DOLLARS (\$87,700) for these subsequent violations.

(C) CIP at various times (See Table 2) violated visible emission limits on November 9, 2017 to November 4, 2020 for Unit CIP1 under CSP No. 0548-01-C, and assessed an additional penalty of FOUR THOUSAND FOUR HUNDRED DOLLARS (\$4,400) for these subsequent violations.

(D) Schofield at various times (See Table 2) violated nitrogen dioxide limits for Units S1, S2, S4, S5, and S6 and opacity limits for Units S3, S4, and S5 from December 9, 2018 to March 16, 2020 under CSP No. 0793-01-C, and assessed an additional penalty of ELEVEN THOUSAND FIVE HUNDRED DOLLARS (\$11,500) for these subsequent violations.

(b) MECO. MECO owns, operates, manages, and controls the Maalaea Generating Station located in Maalaea, Maui, Hawaii.

(i) On February 19, 2019, DOH issued to MECO a NOVO, Docket No. 17-CA-EO-07, alleging that MECO violated HRS §342B-11, HAR §11-60.1-2, and CSP Nos. 0067-01-C and 0067-02-C, when MECO exceeded its permits' visible emissions limits. DOH assessed an initial penalty of NINETEEN THOUSAND NINE HUNDRED DOLLARS (\$19,900) for these alleged violations under Docket No. 17-CA-EO-07.

(ii) Subsequent to the issuance of Docket No. 17-CA-EO-07, based on deviation letters sent by HECO to DOH, DOH further alleges that MECO violated at various times (See Table 2) visible emission limits from December 28, 2017 to November 12, 2020 under CSP Nos. 0067-01-C and 0067-02-C, and assessed an additional penalty of THIRTEEN THOUSAND DOLLARS (\$13,000) for these subsequent violations.

(c) HELCO. HELCO owns, operates, manages, and controls the: Keahole Generating Station located in Keahole, Hawaii (Keahole); and Puna Generating Station located in Keaau, Hawaii (Puna).

(i) On March 15, 2019, DOH issued HELCO a NOVO, Docket No. 18-CA-EO-02, alleging that HELCO violated HRS §342B-11, HAR §11-60.1-2, and CSP No. 0007-01-C, when Keahole exceeded its permit's visible emissions limit. DOH assessed an initial penalty of ELEVEN THOUSAND TWO HUNDRED DOLLARS (\$11,200) for these alleged violations under Docket No. 18-CA-EO-02.

(ii) Subsequent to the issuance of Docket No. 18-CA-EO-02, based on deviation letters sent by HECO to DOH, DOH further alleges that:

(A) Keahole violated CSP No. 0007-01-C: (1) on December 9, 2018 when Unit CT-4 had a loss of ammonia injection; (2) on January 29 and 30, 2019 when Units CT-4 and CT-5, respectively, had a loss of urea injection; (3) additional violations from July 1, 2020 to April 17, 2021; and assessed an additional penalty of TWELVE THOUSAND SIX HUNDRED DOLLARS (\$12,600) for these subsequent violations.

(B) Puna violated CSP No. 0235-01-C on March 26, 2019 and May 6, 2019 when Unit CT-3 had a loss of water injection, and assessed an additional penalty of FOUR THOUSAND DOLLARS (\$4,000) for these subsequent violations.

(d) PENALTIES. Under Docket Nos. 16-CA-EO-12, 17-CA-EO-07, and 18-CA-EO-02, DOH assessed an aggregate total of SEVENTY-SIX THOUSAND FOUR HUNDRED DOLLARS (\$76,400) in penalties (See Table 1). Based on deviation letters, DOH assessed an aggregate total of ONE HUNDRED FIFTY NINE THOUSAND DOLLARS (\$159,000) in additional penalties for the alleged subsequent violations (See Table 2).

Table 1: NOVOs ISSUED

Entity	Docket No.	Penalty Assessed
HECO	16-CA-EO-12	\$45,300
MECO	17-CA-EO-07	\$19,900
HELCO	18-CA-EO-02	\$11,200
	Total Penalty Assessed	\$76,400

**Table 2:
ADDITIONAL PENALTIES ASSESSED IN CONSENT ORDER**

Facility	Permit No.	Additional Penalty Assessed
Waiau	CSP 0239-01-C	\$25,800
Kahe	CSP 0240-01-C	\$87,700
CIP	CSP 0548-01-C	\$4,400
Schofield	CSP 0793-01-C	\$11,500
Maalaea	CSPs 0067-01-C and 0067-02-C	\$13,000
Keahole	CSP 0007-01-C	\$12,600
Puna	CSP 0235-01-C	\$4,000
	Total Additional Penalty Assessed	\$159,000

Section 2 EFFECT OF SETTLEMENT. This Consent Order and any actions taken to comply with its terms are not admissions of violation, fault, or liability by HECO, MECO, or HELCO.

(a) HECO. This Consent Order settles and resolves all civil liability of HECO to DOH for any and all alleged violations of CSP Nos. 0239-01-C and 0240-01-C including those set forth in Docket No. 16-CA-EO-12, and any and all subsequent alleged violations of CSP Nos. 0239-01-C, 0240-01-C, 0548-01-C, and 0793-01-C that have occurred up to and including May 31, 2021.

(b) MECO. This Consent Order settles and resolves all civil liability of MECO to DOH for any and all alleged violations of CSP Nos. 0067-01-C and 0067-02-C including those set forth in Docket No. 17-CA-EO-07, and any and all subsequent alleged violations of CSP Nos. 0067-01-C and 0067-02-C that have occurred up to and including May 31, 2021.

(c) HELCO. This Consent Order settles and resolves all civil liability of HELCO to DOH for any and all alleged violations of CSP No. 0007-01-C including those set forth in Docket No. 18-CA-EO-02, and any and all subsequent alleged violations of CSP Nos. 0007-01-C and 0235-01-C that have occurred up to and including May 31, 2021.

Section 3 PENALTY. HECO, MECO, and HELCO agree to incur a total assessed penalty of TWO HUNDRED THIRTY-FIVE THOUSAND FOUR HUNDRED DOLLARS (\$235,400) as described below. On behalf of all Respondents, HECO shall pay the monetary penalties and expend the funds required pursuant to this Section 3.

(a) Monetary Penalty. Within sixty (60) days of the Effective Date (as defined in Section 13), HECO shall pay to DOH a monetary penalty of FORTY-SEVEN THOUSAND EIGHTY DOLLARS (\$47,080) by cashier's check made payable to the State of Hawaii, and sent to the Manager of the Clean Air Branch at the address set forth in Section 7.

(b) Supplemental Environmental Project (SEP). The United States Environmental Protection Agency (U.S. EPA), one-hour sulfur dioxide Data Requirement Rule requires the State of Hawaii to have ambient air quality monitoring stations to provide sulfur dioxide attainment designation. From January 1, 2021, the COMPANIES shall expend a total amount of no less than ONE HUNDRED EIGHTY-EIGHT THOUSAND THREE HUNDRED TWENTY DOLLARS (\$188,320) to operate and maintain the two (2) ambient air quality monitoring stations located at Kahe and Waiau, which includes data validation, reporting, quarterly performance audits; and all quality assurance and quality control requirements needed to meet U.S. EPA State and Local Air Monitoring Station (SLAMS) monitoring. Pursuant to a U.S. EPA October 8, 2021 letter regarding the "Data Requirements Rule Sulfur Dioxide (SO₂) Monitoring Shutdown Request" to DOH, U.S. EPA has determined that the Waiau monitoring station is eligible for shutdown and based on agreement with DOH, the Waiau monitoring station will no longer be necessary after 2021. To the extent there are still SEP funds available, the balance of SEP funds will continue to be used on the remaining station. In addition to the terms herein, the terms of the continued operation of the Kahe monitoring station will be governed by a Memorandum of Agreement that will be negotiated between the COMPANIES and the State of Hawaii.

(c) Cost Report. Within sixty (60) days after the SEP funds are exhausted, the COMPANIES shall submit to DOH a cost report certified as accurate by a responsible corporate official to verify and ensure a total expenditure of no less than ONE HUNDRED EIGHTY-EIGHT THOUSAND THREE HUNDRED TWENTY DOLLARS (\$188,320) for the SEP. The cost report shall include without limitation invoices and receipts for all expenditures allowed under the terms of the SEP.

(d) Outstanding Balance. In the event that a portion or all of the ONE HUNDRED EIGHTY-EIGHT THOUSAND THREE HUNDRED TWENTY DOLLARS (\$188,320) is not expended because the SEP is not completed or due to another legitimate reason approved by DOH; any remaining balance shall be paid by cashier's check made payable to the State of Hawaii, and sent to the Manager of the Clean Air Branch at the address set forth in Section 7 within sixty (60) days after the SEP completion as approved by DOH.

Section 4 STIPULATED PENALTY. Any stipulated penalties incurred by, HECO, MECO and HELCO after May 31, 2021, based on deviations submitted to DOH or otherwise identified by DOH, as defined and outlined in Attachments I, II, or III shall be paid within sixty (60) days of the violation or notification by DOH of an unreported violation, or within sixty (60) days of the Effective Date for deviations that occur between June 1, 2021 and the Effective Date, unless disputed, by cashier's check made payable to the State of Hawaii, and sent to the Manager of the Clean Air Branch at the address

set forth in Section 7. Attachments I, II, and III are incorporated into and made an integral and binding part of this Consent Order. Any stipulated penalties paid under this section shall settle and resolve all civil liability as to those violations and will not be deemed to otherwise be admissions of violation, fault, or liability.

(a) Disputing a Stipulated Penalty. If it is unclear whether an action constitutes a deviation that would result in a stipulated penalty, any of the COMPANIES may contact DOH to discuss the question informally. Notwithstanding, the COMPANIES for themselves or on behalf of an affected entity, may dispute their/its liability for any stipulated penalty pursuant to the dispute resolution provisions of Section 5 by providing written notice within sixty (60) days of the violation to the Clean Air Branch and to the Hearings Officer advising them of the dispute. The written notice shall be in the form required under Section 5 and sent via U.S. Mail to the responsible person at the address set forth in Section 7.

(b) Stipulated Penalty Accrues. Pending resolution of any such dispute, stipulated penalties continue to accrue if the violation alleged (i) is acknowledged by the COMPANIES, or upheld by the Hearings Officer and (ii) has not been corrected, or if corrected, up to the date corrected. Upon completion of the dispute resolution, any stipulated penalties that are ultimately determined to be due shall be paid within twenty (20) days of the date of the Hearings Officer's written decision or, if acknowledged by the COMPANIES, the date of such acknowledgement.

(c) Waiver. If written notice in the form as required under Section 5 is not received by both the Clean Air Branch and the Hearings Officer within sixty (60) days of a violation, the COMPANIES, waive, for themselves or on behalf of the affected entity, the right to dispute the incurred stipulated penalty(s) under this Consent Order.

Section 5 RETENTION OF JURISDICTION AND DISPUTE RESOLUTION. The Hearings Officer shall retain jurisdiction of this matter for purposes of adjudicating and resolving any and all disputes arising out of a stipulated penalty assessed under Section 4. The dispute resolution procedure shall be invoked by providing written notice within sixty (60) days of the violation to the Clean Air Branch and the Hearings Officer advising them of a dispute. The written notice shall describe the nature of the dispute and shall state the violator's position with regard to such dispute.

(i) Disputes submitted to dispute resolution shall, in the first instance, be the subject of up to ninety (90) calendar days of informal negotiations between the COMPANIES and DOH. In the event that DOH determines, in its sole discretion, that the COMPANIES and DOH are unable to reach agreement during informal negotiations, DOH shall provide the COMPANIES with a written summary of its position regarding the dispute.

(ii) DOH's position shall be considered binding unless, within forty-five (45) calendar days of the COMPANIES' receipt of DOH's written summary, the COMPANIES file with the Hearings Officer a reply which disputes DOH's written summary, with a filed copy to DOH. DOH may file with the Hearings Officer a reply within forty-five (45) calendar days of DOH's receipt of the filed copy of the reply. In resolving the dispute between the violator and DOH, the Hearings Officer shall uphold DOH's position if supported by a preponderance of the evidence in the administrative record.

Section 6 [INTENTIONALLY OMITTED]

Section 7 NOTIFICATION. Notice or payment required under this Consent Order shall be directed to the individual specified below at the address given, unless a party gives notice in writing to the other party that another individual has been designated to receive such communications:

Ms. Marianne Rossio, P.E.
Manager, Clean Air Branch
Hawaii State Department of Health
P.O. Box 3378
Honolulu, Hawaii 96801
Telephone: (808) 586-4200
Telefax: (808) 586-4359

To: HECO, MECO, and HELCO:

Mr. Robert C. Isler
Vice President Power Supply
Hawaiian Electric Company, Inc.
Vice President
Maui Electric Company, Ltd.
Vice President
Hawaii Electric Light Company, Inc.

P.O. Box 2750
Honolulu, Hawaii 96840-0001
Telephone: (808) 543-7051
Telefax: (808) 543-4292

Hearings Officer
Hawaii State Department of Health
1250 Punchbowl Street
Third Floor
Honolulu, Hawaii 96813
Telephone: (808) 586-4424

Section 8 ACTIONS AGAINST OTHER PARTIES. This Consent Order does not limit or affect the rights of HECO, MECO, and HELCO or DOH against any third parties.

Section 9 AUTHORITY OF SIGNATORIES. Each undersigned representative of DOH, HECO, MECO, and HELCO certifies that he or she has full authority to enter into the terms of this Consent Order and legally to bind the party(ies) which he or she represents.

Section 10 BINDING EFFECT. This Consent Order shall apply to and be binding upon the parties, and their officers, agents, employees, successors, and assignees. The COMPANIES shall give notice of this Consent Order to any successors in interest of HECO, MECO, or HELCO prior to transfer of ownership and to any contractor performing activities contemplated by this Consent Order and shall submit a copy of each such notice to DOH.

Section 11 CONTINUING APPLICATION OF LAW. This Consent Order is not intended to nor shall it be construed as a permit. Compliance with this Consent Order shall not relieve HECO, MECO, or HELCO of their obligations to comply with the Hawaii Air Pollution Control Act or any other applicable State, Federal, or local statutes, rules, ordinances, orders, or permits. From the Effective Date, HECO, MECO, and HELCO will continue to use their best efforts to minimize visible emissions violations at their generating stations.

(a) DOH Retention of Rights. Except as set forth in this Consent Order, DOH retains all rights to take, direct, or order any and all actions necessary to protect public health and the environment, including the right to bring enforcement actions under applicable statutes or regulations. In relation to any action arising under or in connection with this Consent Order, unless required on an emergency basis, DOH will first undertake good faith efforts to address such matter through a modification of this Consent Order.

(b) DOH Retention of Authority and Powers. Except as specifically provided for in this Consent Order, DOH reserves all of its statutory and regulatory powers, authorities, rights, defenses, and remedies, both legal and equitable, which may pertain to Respondent's failure to comply with any requirements of this Consent Order, including without limitation the assessment of penalties under HRS §§342B-42, -47, and -48 and injunctive relief under HRS §342B-44.

Section 12 ENTIRE AGREEMENT. This Consent Order sets forth the entire agreement among the parties with respect to these matters.

Section 13 EFFECTIVE DATE. This Consent Order shall become effective as soon as it has been signed by each of HECO, MECO, HELCO, and DOH (Effective Date).

Section 14 MODIFICATIONS. This Consent Order shall not be modified except in writing, signed by DOH, HECO, MECO, and HELCO.

Section 15 NO TAX BENEFITS. HECO, MECO, and HELCO shall not deduct any of the penalty or SEP amounts paid pursuant to this Consent Order from its federal or state taxable income, nor shall HECO, MECO, or HELCO claim any tax credits for said penalty amount.

Section 16 TERMINATION. Within thirty (30) days after DOH determines that Sections 3 and 4 are satisfied, DOH shall issue a letter to the COMPANIES certifying satisfactory compliance, which shall terminate this Consent Order.

Section 17 FINAL ORDER. This Consent Order constitutes the final order in this case, replacing the NOVOS in Docket Nos. 16-CA-EO-12, 17-CA-EO-07, and 18-CA-EO-02, dated October 22, 2018, February 19, 2019, and March 15, 2019 respectively.

Section 18 COSTS. Each party shall bear its own costs and attorney's fees.

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DATED: Honolulu, Hawaii, _____

DEPARTMENT OF HEALTH
STATE OF HAWAII

By: _____
KATHLEEN S. HO
Deputy Director for Environmental Health

DATED: Honolulu, Hawaii, _____

RESPONDENTS:
HAWAIIAN ELECTRIC COMPANY, INC. (HECO)
MAUI ELECTRIC COMPANY, LTD. (MECO)
HAWAII ELECTRIC LIGHT COMPANY, INC. (HELCO)

Robert C. Isler


By: _____
ROBERT C. ISLER
Vice President Power Supply
HAWAIIAN ELECTRIC COMPANY, INC.
Vice President
MAUI ELECTRIC COMPANY, LTD.
Vice President
HAWAII ELECTRIC LIGHT COMPANY, INC.

APPROVED AS TO FORM:

Dale K. Sakata

DALE K. SAKATA
Deputy Attorney General

APPROVED AS TO FORM AND LEGALITY



LEE N. SMITH
Attorney for RESPONDENT

ATTACHMENT I

HAWAIIAN ELECTRIC COMPANY, INC. (HECO)

WAIAU GENERATING STATION CSP No. 0239-01-C

The stipulated penalties for violations of notification and reporting requirements and visible emissions limits at Waiiau Generating Station, CSP No. 0239-01-C, described in this Attachment I shall be applicable from June 1, 2021 until two (2) years after the Effective Date.

Violation	Penalty
1) Visible emissions exceedances between and including 40% and 50% opacity as described in CSP No. 0239-01-C, Attachment IIA, Section C, Special Condition 3 for Units 3, 4, 5, 6, 7, and 8. 2) Visible emissions exceedances between and including 20% and 25% opacity as described in CSP No. 0239-01-C, Attachment IIB, Section B, Special Condition 2 for Units 9 and 10.	*\$700 per day, per violation.
1) Visible emissions exceedances between and including 51% and 59% opacity as described in CSP No. 0239-01-C, Attachment IIA, Section C, Special Condition 3 for Units 3, 4, 5, 6, 7, and 8. 2) Visible emissions exceedances between and including 26% and 59% opacity as described in CSP No. 0239-01-C, Attachment IIB, Section B, Special Condition 2 for Units 9 and 10.	*\$3,000 per day, per violation.
Visible emissions exceedances 60% opacity and greater as described in CSP No. 0239-01-C, Attachment IIA, Section C, Special Condition 3, and Attachment IIB, Section B, Special Condition 2 for Units 3, 4, 5, 6, 7, 8, 9, and 10.	*\$4,500 per day, per violation.
Notification and reporting requirements.	\$1,000 per violation.

* For each day and unit, the highest visible emissions exceedance shall be used to determine the stipulated penalty amount due.

KAHE GENERATING STATION CSP No. 0240-01-C

The stipulated penalties for violations of notification and reporting requirements and visible emissions limits at Kahe Generating Station, CSP No. 0240-01-C, described in this Attachment I shall be applicable from June 1, 2021 until two (2) years after the Effective Date.

Violation	Penalty
1) Visible emissions exceedances between and including 40% and 50% opacity as described in CSP No. 0240-01-C, Attachment IIA, Section C, Special Condition 4.a for Units K-1, K-2, K-3, and K-4. 2) Visible emissions exceedances between and including 20% and 25% opacity as described in CSP No. 0240-01-C, Attachment IIA, Section C, Special Condition 4.b for Units K-5 and K-6.	*\$700 per day, per violation.
1) Visible emissions exceedances between and including 51% and 59% opacity as described in CSP No. 0240-01-C, Attachment IIA, Section C, Special Condition 4.a for Units K-1, K-2, K-3, and K-4. 2) Visible emissions exceedances between and including 26% and 59% opacity as described in CSP No. 0240-01-C, Attachment IIA, Section C, Special Condition 4.b for Units K-5 and K-6.	*\$3,000 per day, per violation.
Visible emissions exceedances 60% opacity and greater as described in CSP No. 0240-01-C, Attachment IIA, Section C, Special Conditions 4.a and 4.b for Units K-1, K-2, K-3, and K-4, K-5 and K-6.	*\$4,500 per day, per violation.
Notification and reporting requirements.	\$1,000 per violation.

*For each day and unit, the highest visible emissions exceedance shall be used to determine the stipulated penalty amount due.

CAMPBELL INDUSTRIAL PARK GENERATING STATION CSP No. 0548-01-C

The stipulated penalties for violations of notification and reporting requirements and visible emissions limits at Campbell Industrial Park Generating Station, CSP No. 0548-01-C, described in this Attachment I shall be applicable from June 1, 2021 until two (2) years after the Effective Date.

Violation	Penalty
Visible emissions exceedances between and including 20% and 25% opacity as described in CSP No. 0548-01-C, Attachment IIA, Section C, Special Condition 7 for Units CIP1, BSG1, and BSG2.	*\$700 per day, per violation.
Visible emissions exceedances between and including 26% and 59% opacity as described in CSP No. 0548-01-C, Attachment IIA, Section C, Special Condition 7 for Units CIP1, BSG1, and BSG2.	*\$3,000 per day, per violation.
Visible emissions exceedances 60% opacity and greater as described in CSP No. 0548-01-C, Attachment IIA, Section C, Special Condition 7 for Units CIP1, BSG1, and BSG2.	*\$4,500 per day, per violation.
Notification and reporting requirements.	\$1,000 per violation.

*For each day and unit, the highest visible emissions exceedance shall be used to determine the stipulated penalty amount due.

SCHOFIELD GENERATING STATION CSP No. 0793-01-C

The stipulated penalties for violations of emissions limits at Schofield Generating Station, CSP No. 0793-01-C, described in this Attachment I shall be applicable from June 1, 2021 until two (2) years after the Effective Date.

Schofield Permit Condition	Permit Limit	Penalty *\$700 per day, per violation	Penalty *\$1,500 per day, per violation	Penalty *\$2,200 per day, per violation	Penalty *\$3,000 per day, per violation
Attachment II, Section C, Special Condition 4.a					
NOx lb/hr (diesel/biodiesel)	24.4	> 24.4 - 30.5	30.6 -36.6	36.7 - 42.7	≥ 42.8
NOx ppmvd @ 15% O ₂ (diesel/biodiesel)	90.9	> 90.9 - 113.6	113.7 - 136.4	136.5 - 159.1	≥ 159.2
NOx lb/hr (natural gas)	1.67	> 1.67 - 2.09	2.10 - 2.51	2.52 - 2.92	≥ 2.93
NOx ppmvd @ 15% O ₂ (natural gas)	13.4	> 13.4 - 16.8	16.9 - 20.1	20.2 - 23.5	≥ 23.6
Attachment II, Section C, Special Condition 4.b					
Startup NOx lb/hr (diesel/biodiesel)	114.4	> 114.4 - 143.0	143.1 - 171.6	171.7 - 200.2	≥ 200.3
Startup NOx lb (diesel/biodiesel)	102.2	> 102.2 - 127.8	127.9 - 153.3	153.4 - 178.9	≥ 179.0
Startup NOx lb/hr (natural gas)	8.9	> 8.9 - 11.1	11.2 - 13.4	13.5 - 15.6	≥ 15.7
Startup NOx lb (natural gas)	8.1	> 8.1 - 10.1	10.2 - 12.2	12.3 -14.2	≥ 14.3
Attachment II, Section C, Special Condition 4.c					
Combined NOx lb/hr	458	> 458 - 573	574 - 687	688 -802	≥ 803

Schofield Permit Condition	Permit Limit	Penalty *\$700 per day, per violation	Penalty *\$3,000 per day, per violation	Penalty *\$4,500 per day, per violation
Attachment II, Section C, Special Condition 5				
Opacity	20	≥ 20 - 25	26 - 59	≥ 60

Schofield Permit Condition	Penalty
Notification and reporting	\$1,000 per violation

*For each day and unit, the highest emissions exceedance shall be used to determine the stipulated penalty amount due.

ATTACHMENT II

MAUI ELECTRIC COMPANY, LTD. (MECO)

MAALAEA GENERATING STATION CSP No. 0067-01-C

The stipulated penalties for violations of visible emissions limits at Maalaea Generating Station, CSP No. 0067-01-C, described in this Attachment II shall be applicable from June 1, 2021 until two (2) years after the Effective Date.

Violation	Penalty
1) Visible emissions exceedances between and including 40% and 50% opacity as described in CSP No. 0067-01-C, Attachment IIB, Section B Special Condition 4.a for Units M1, M2 and M3. 2) Visible emissions exceedances between and including 20% and 25% opacity as described in CSP No. 0067-01-C: a) Attachment IIA, Section C, Special Condition 5 and 10 for Units M5, M7, M17 and M19; and b) Attachment IIB, Section B Special Condition 4.b for Units M4 through M13, X1, and X2. c) Attachment IIC, Section C Special Condition 6 for Units M14 and M16.	*\$700 per day, per violation.
1) Visible emissions exceedances between and including 51% and 59% opacity as described in CSP No. 0067-01-C, Attachment IIB, Section B Special Condition 4.a for Units M1, M2 and M3. 2) Visible emissions exceedances between and including 26% and 59% opacity as described in CSP No. 0067-01-C: a) Attachment IIA, Section C, Special Condition 5 for Units M5, M7, M17, M19; and b) Attachment IIB, Section B Special Condition 4.b for Units M4 through M13, X1, and X2. c) Attachment IIC, Section C, Special Condition 6 for Units M14 and M16.	*\$3,000 per day, per violation.
Visible emissions exceedances 60% opacity and greater as described in CSP No. 0067-01-C: a) Attachment IIA, Section C, Special Condition 5 for Units M5, M7, M17 and M19; b) Attachment IIB, Section B, Special Condition 4.a for Units M1, M2 and M3; and c) Attachment IIB, Section B Special Condition 4.b for Units M4 through M13, X1, and X2. d) Attachment IIC, Section C, Special Condition 6 for Units M14 and M16.	*\$4,500 per day, per violation.
Notification and reporting requirements	\$1,000 per violation

*For each day and unit, the highest visible emissions exceedance shall be used to determine the stipulated penalty amount due.

ATTACHMENT III

HAWAII ELECTRIC LIGHT COMPANY, INC. (HELCO)

KEAHOLE GENERATING STATION CSP No. 0007-01-C

The stipulated penalties for violations of visible emissions limits at Keahole Generating Station, CSP No. 0007-01-C, described in this Attachment III shall be applicable from June 1, 2021 until two (2) years after the Effective Date.

Violation	Penalty
Visible emissions exceedances between and including 20% and 25% opacity as described in CSP No. 0007-01-C: a) Attachment IIA, Section D, Special Condition 2 for Units CT-4 and CT-5; b) Attachment IIB, Section C, Special Condition 7 for CT-2; and c) Attachment IIC, Section B, Special Condition 6 for Units D21, D22, D23 and BS-1.	*\$700 per day, per violation.
Visible emissions exceedances between and including 26% and 59% opacity as described in CSP No. 0007-01-C: a) Attachment IIA, Section D, Special Condition 2 for Units CT-4 and CT-5; b) Attachment IIB, Section C, Special Condition 7 for CT-2; and c) Attachment IIC, Section B, Special Condition 6 for Units D21, D22, D23 and BS-1.	*\$3,000 per day, per violation.
Visible emissions exceedances 60% opacity and greater as described in CSP No. 0007-01-C: a) Attachment IIA, Section D, Special Condition 2 for Units CT-4 and CT-5; b) Attachment IIB, Section C, Special Condition 7 for CT-2; and c) Attachment IIC, Section B, Special Condition 6 for Units D21, D22, D23 and BS-1.	*\$4,500 per day, per violation.
Notification and reporting requirements	\$1,000 per violation.

*For each day and unit, the highest visible emissions exceedance shall be used to determine the stipulated penalty amount due.

PUNA GENERATING STATION CSP No. 0235-01-C

The stipulated penalties for violations of visible emissions limits at Puna Generating Station, CSP No. 0235-01-C, described in this Attachment III shall be applicable from June 1, 2021 until two (2) years after the Effective Date.

Violation	Penalty
Visible emissions exceedances between and including 20% and 25% opacity as described in CSP No. 0235-01-C, Attachment IIA, Section C, Special Condition 7 for Unit CT-3.	*\$700 per day, per violation.
Visible emissions exceedances between and including 26% and 59% opacity as described in CSP No. 0235-01-C, Attachment IIA, Section C, Special Condition 7 for Unit CT-3.	*\$3,000 per day, per violation.
Visible emissions exceedances 60% opacity and greater as described in CSP No. 0235-01-C, Attachment IIA, Section C, Special Condition 7 for Unit CT-3.	*\$4,500 per day, per violation.
Notification and reporting requirements.	\$1,000 per violation

*For each day and unit, the highest visible emissions exceedance shall be used to determine the stipulated penalty amount due.